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SURFACE TRANSPORTATION BOARD

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**ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1984)**

**OF COUNSEL
URBAN A. LESTER**

March 30, 2007

**Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423**

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Assignment and Assumption Agreement, dated as of March 30, 2007, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

**Lessor/Assignor: General Electric Railcar Services Corporation
161 North Clark Street
Chicago, Illinois 60601**

**Assignee: Infinity Rail II, LLC
1355 Peachtree Street
Suite 750, South Tower
Atlanta, Georgia 30309**

Mr. Vernon A. Williams
March 30, 2007
Page 2

A description of the railroad equipment covered by the enclosed document is:

54 covered hopper railcars: IFBX 20000, MSDR 30106, and within the series NAHX 46980 - NAHX 65402, NAHX 465916 - NAHX 511658 and NAHX 800377 - NAHX 801244 as more particularly set forth in the equipment schedule attached to the document, NAHX 752978, NAHX 890590, NAHX 890639, PLCX 12024, PLCX 18499 and PLCX 25616.


A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$34.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem
Enclosures

MAR 30 '07 -3 00 PM

SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of March __, 2007 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and Infinity Rail II, LLC, a Georgia limited liability company (the "Buyer").

RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of March __, 2007 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.

2. **Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations, to the extent arising on or after the Closing Date, under each of the following as they relate to each unit:

(a) the Lease; and

(b) Car Leasing Agreement 1285-5 dated January 1, 1984 between the Seller and Cargill, Inc. ("Cargill"), as amended by each of (i) that certain letter dated May 18, 1990 executed by and between Seller and Cargill and (ii) by revised Amendment No. 1 dated October 21, 1994 between Seller and Cargill ((a) and (b) together, the "Operative Agreements").

Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and, in respect of the period on and after the Closing Date, assumes all obligations, to the extent arising on or after the Closing Date, of the Seller under, and agrees to be bound to the same extent as the Seller by all the terms

of, the Operative Agreements. Effective on and after the Closing Date, the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer. The Seller, in respect of the period on and after the Closing Date, is released of all obligations of the Seller under the Operative Agreements.

4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the meanings set forth below whenever used in this Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

Bill of Sale: the bill of sale in the form of Exhibit I hereto.

Closing Date: the date of the Bill of Sale.

Equipment: (i) the railcars described in Schedule 1 to this Agreement together with (ii) every part, accessory, component and any equipment installed therein or attached thereto, except for any that have been installed or attached by the Lessee or other user of the Equipment and have not become property of the lessor pursuant to the Lease as of the Closing Date (individually each railcar is referred to as a "unit" or "unit of Equipment").

Lease: Rider No. 150 dated April 16, 2003 between the Seller and Cargill, Inc. ("Cargill"), as renewed by Rider No. 150 Renewal No. 1 Car Set 1 executed by Cargill on September 8, 2005 and Seller (mistakenly referred to as General Electric Rail Services Corporation) on October 3, 2005, each of which (A) incorporates the terms of that certain Car Leasing Agreement 1285-5 dated January 1, 1984 between the Seller and Cargill, as amended by each of (i) that certain letter dated May 18, 1990 executed by and between Seller and Cargill and (ii) by revised Amendment No. 1 dated October 21, 1994 between Seller and Cargill and (B) were assigned to and assumed by Lessee pursuant to that certain Assignment and Assumption Agreement dated as of January 1, 2006 by and among Cargill, Mosaic Fertilizer, LLC and Seller, as amended by that certain letter dated April 24, 2006 between Seller and Mosaic Crop Nutrition, LLC.

Lessee: Mosaic Crop Nutrition, LLC.

Ownership Interest: the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Operative Agreements.

5. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. **Notices.** All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.5 of the Purchase Agreement.

7. **Headings.** The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules.

10. **Entire Agreement.** This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

11. **Recordation.** The Seller and the Buyer agree to record this Agreement with the Surface Transportation Board to evidence the assignment by the Seller to the Buyer of the Seller's rights and obligations under the Lease.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION**

By: 

Name: Mark Stefani

Title: Vice President

INFINITY RAIL II, LLC

By: **Infinity Asset Management, LLC,**
as Manager

By: _____
Jeffrey E. Edelman, Vice President

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION**

By: _____
Name: _____
Title: _____

INFINITY RAIL II, LLC

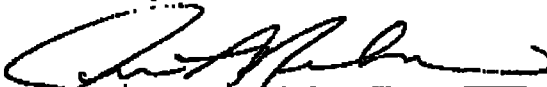
By: **Infinity Asset Management, LLC,
as Manager**

By:  _____
Jeffrey E. Edelman, Vice President

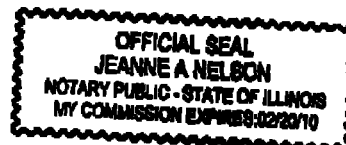
State of ILLINOIS)
)
County of COOK)

On this, the 29th day of March, 2007, before me, a Notary Public in and for said County and State, personally appeared Mark Stefani, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

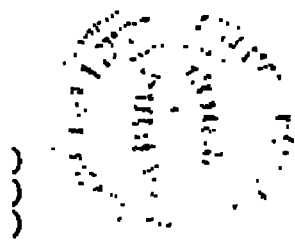

Name: Jeanne A. Nelson
Notary Public

My Commission Expires: February 20, 2010
Residing in Cook County



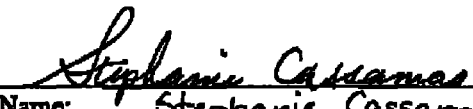
State of Georgia

County of Fulton



On this, the 29th day of March, 2007, before me, a Notary Public with authority to act in any county in the State of Georgia, personally appeared Jeffrey E. Edelman, a Vice President of Infinity Asset Management, LLC, the Manager of Infinity Rail II, LLC, who acknowledged himself to be a duly authorized officer of Infinity Asset Management, LLC, the Manager of Infinity Rail II, LLC, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.


Name: Stephanie Cassamas
Notary Public

My Commission Expires: _____

Residing in: _____

Notary Public, DeKalb County, Georgia
My Commission Expires Aug. 2, 2009

EXHIBIT I
to Assignment and Assumption Agreement

FORM OF BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to Infinity Rail II, LLC ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Schedule 1 hereto, subject to the terms and conditions of the Purchase Agreement, dated as of March __, 2007, between Seller and Buyer, and the Assignment and Assumption Agreement, dated March __, 2007, between Seller and Buyer.

General Electric Railcar Services Corporation

By: _____
Name: _____
Title: _____
Date: _____

Schedule 1
to Assignment and Assumption Agreement

Cars leased to Mosaic Crop Nutrition, LLC pursuant to Rider No. 150 Renewal No. 1 Car Set 1:

Description: 4750 cubic foot gravity hopper

Quantity: 54

Reporting marks, identifying numbers and Purchase Price per Unit:

<u>Unit Count</u>	<u>Leasee</u>	<u>AAR</u>	
		<u>Reporting Mark</u>	
1	Mosaic Crop Nutrition, LLC	NAHX	11027
2	Mosaic Crop Nutrition, LLC	PLCX	12024
3	Mosaic Crop Nutrition, LLC	NAHX	12181
4	Mosaic Crop Nutrition, LLC	PLCX	18499
5	Mosaic Crop Nutrition, LLC	IFBX	20000
6	Mosaic Crop Nutrition, LLC	PLCX	25516
7	Mosaic Crop Nutrition, LLC	M8DR	30108
8	Mosaic Crop Nutrition, LLC	NAHX	46980
9	Mosaic Crop Nutrition, LLC	NAHX	49484
10	Mosaic Crop Nutrition, LLC	NAHX	53047
11	Mosaic Crop Nutrition, LLC	NAHX	53882
12	Mosaic Crop Nutrition, LLC	NAHX	53900
13	Mosaic Crop Nutrition, LLC	NAHX	54484
14	Mosaic Crop Nutrition, LLC	NAHX	58020
15	Mosaic Crop Nutrition, LLC	NAHX	58025
16	Mosaic Crop Nutrition, LLC	NAHX	57390
17	Mosaic Crop Nutrition, LLC	NAHX	55402
18	Mosaic Crop Nutrition, LLC	NAHX	465916
19	Mosaic Crop Nutrition, LLC	NAHX	475694
20	Mosaic Crop Nutrition, LLC	NAHX	476250
21	Mosaic Crop Nutrition, LLC	NAHX	477752
22	Mosaic Crop Nutrition, LLC	NAHX	480413
23	Mosaic Crop Nutrition, LLC	NAHX	480987
24	Mosaic Crop Nutrition, LLC	NAHX	480993
25	Mosaic Crop Nutrition, LLC	NAHX	481243
26	Mosaic Crop Nutrition, LLC	NAHX	482176
27	Mosaic Crop Nutrition, LLC	NAHX	487377
28	Mosaic Crop Nutrition, LLC	NAHX	487852
29	Mosaic Crop Nutrition, LLC	NAHX	488189
30	Mosaic Crop Nutrition, LLC	NAHX	488437
31	Mosaic Crop Nutrition, LLC	NAHX	488629
32	Mosaic Crop Nutrition, LLC	NAHX	488659
33	Mosaic Crop Nutrition, LLC	NAHX	488704
34	Mosaic Crop Nutrition, LLC	NAHX	490221
35	Mosaic Crop Nutrition, LLC	NAHX	490272

36	Mosaic Crop Nutrition, LLC	NAHX	480303
37	Mosaic Crop Nutrition, LLC	TRNX	500058
38	Mosaic Crop Nutrition, LLC	TRNX	500081
39	Mosaic Crop Nutrition, LLC	TRNX	500512
40	Mosaic Crop Nutrition, LLC	TRNX	500581
41	Mosaic Crop Nutrition, LLC	TRNX	500584
42	Mosaic Crop Nutrition, LLC	NAHX	510604
43	Mosaic Crop Nutrition, LLC	NAHX	511658
44	Mosaic Crop Nutrition, LLC	NAHX	752978
45	Mosaic Crop Nutrition, LLC	NAHX	800377
46	Mosaic Crop Nutrition, LLC	NAHX	800600
47	Mosaic Crop Nutrition, LLC	NAHX	800576
48	Mosaic Crop Nutrition, LLC	NAHX	800585
49	Mosaic Crop Nutrition, LLC	NAHX	800644
50	Mosaic Crop Nutrition, LLC	NAHX	800657
51	Mosaic Crop Nutrition, LLC	NAHX	801048
52	Mosaic Crop Nutrition, LLC	NAHX	801244
53	Mosaic Crop Nutrition, LLC	NAHX	890590
54	Mosaic Crop Nutrition, LLC	NAHX	890639

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

3/30/07



Robert W. Alvord